RALPH M. TERRAZAS

August 17, 2020

BOARD OF FIRE COMMISSIONERS FILE NO. 20-068

TO:

Board of Fire Commissioners

FROM:

Ralph M. Terrazas, Fire Chief

SUBJECT:

AUTOMATIC AID AGREEMENT BETWEEN THE LOS ANGELES FIRE DEPARTMENT AND THE BEVERLY HILLS FIRE DEPARTMENT

FINAL ACTION:	Approved Denied	Approved w/Corrections Received & Filed	Withdrawn Other

SUMMARY

The Los Angeles Fire Department (LAFD) maintains thirteen automatic aid agreements with neighboring fire agencies. These agreements exist to enhance emergency service in those areas that are not easily accessed by existing fire stations within the affected jurisdiction. When an emergency arises, the neighboring city may have response resources closer to the incident than the city in which the incident occurs. To maintain a high level of service to the citizens within these areas, the LAFD enters into automatic aid agreements which allow the city with the closest resources to respond first and handle the situation until the jurisdictional agency's resources arrive and assume command. Per the agreement, the response by a neighboring agency is without cost to the jurisdictional agency.

This is the agreement by and between the Beverly Hills Fire Department and the Los Angeles Fire Department. This agreement was previously renewed in December 1996. Since then, there have been changes to each jurisdiction's population distribution and resource deployment. The areas providing and receiving augmented services are in the areas surrounding Franklin Canyon and Beverly Grove.

The City Attorney reviewed and approved the Agreement as to legal form.

RECOMMENDATIONS

That the Board:

 Approve the Automatic Aid Agreement between the LAFD and the Beverly Hills Fire Department for a period of three (3) years, beginning July 1, 2020, and ending June 30, 2023.

Board of Fire Commissioners Page 2

- 2. Authorize the Fire Chief to execute the attached Automatic Aid Agreement with the Beverly Hills Fire Department.
- 3. Authorize the Fire Chief sole discretion to execute amendments during the three (3) year term of the Automatic Aid Agreement.

FISCAL IMPACT

There is no fiscal impact.

Board report prepared by Rick Crawford, Captain II.

Attachments

LOS ANGELES FIRE DEPARTMENT BEVERLY HILLS FIRE DEPARTMENT AUTOMATIC AID RESOURCE MATRIX

BEVERLY HILLS FIRE DEPARTMENT AREA "A"		
RESOURCES FROM BHL TO LFD	RESOURCES FROM LFD TO BHL	
STRUCTURE FIRE MAP#1A	STRUCTURE FIRE (SFAA) OTHER THAN HIGH RISE MAP#1	
 Initial Dispatch: 1 Engine Additional Request 1 Truck 1 Battalion Chief 	 Initial Dispatch: 1 Task Force 1 Battalion Chief Additional Request: Up to the remaining balance of a Category "B" Assignment. 1 Task Force 1 Engine 1 Battalion Chief Area "A" Request: If the resource request exceed a 	
OTHER FIRE RESPONSE MAP#2A -One Engine	Category "B" Assignment. -1 Rapid Intervention Co. STRUCTURE FIRE (SFAA) HIGH RISE MAP#2 -2 Task Forces -1 Engine -2 RA's -2 Battalion Chiefs -1 Assistant Chief	
	Additional resources may be authorized by the Fire Chief or Deputy Department Commander (DDC)	

BEVERLY HILLS FIRE DEPARTMENT AREA "A"		
RESOURCES FROM BHL TO LFD	RESOURCES FROM LFD TO BHL	
EMS MAP#3A	EMS MAP#3	
Initial Dispatch: -1 Engine	 Initial Dispatch: 1 Paramedic Rescue Area "A" Request: LFD serves as the back-up for Beverly Hills Up to 2 Paramedic Rescues 	
VEGETATION FIRES MAP#4A NEED TO DISCUSS THIS Franklin Canyon Mutual Threat Zone -3 Engines -1 Battalion Chief Franklin Canyon Mutual Threat Zone -1 Engine -1 Battalion Chief	VEGETATION FIRES (BRUSHAA) MAP#4 • Franklin Canyon Mutual Threat Zone (Map#5) -1 Light Force -6 Engines -2 Battalion Chiefs -2 Helicopters -1 Assistant Chief (Agency Representative)	
	Additional resources may be authorized by the Fire Chief or Deputy Department Commander (DDC)	

BEVERLY HILLS FIRE DEPARTMENT AREA "A"		
RESOURCES FROM BHL TO LFD	RESOURCES FROM LFD TO BHL	
• NO RESOURCES PROVIDED	HAZARDOUS MATERIALS (HAZMATAA) MAP#5 -1 Hazardous Materials Task Force -1 Hazardous Materials Squad -1 Engine -1 Paramedic Rescue -1 Battalion Chief	
PURPLE LINE MAP#6A • NO RESOURCES PROVIDED	PURPLE LINE MAP#6 • Wilshire/La Cienega and Wilshire/Rodeo (USAR Group) -1 USAR Task Force -1 USAR Apparatus -1 USAR Paramedic Ambulance -1 USAR EMT Ambulance -1 USAR Battalion Chief -1 Closest Battalion Chief -1 Assistant Chief (Agency Representative)	
• NO RESOURCES PROVIDED	SPECIALIZED & TECHNICAL RESOURCES MAP#7 • Approved by the LFD Deputy Department Commander	
Additional resources may be authorized by the Fire Chief or BHL Duty Chief	Additional resources may be authorized by the Fire Chief or LFD Deputy Department Commander (DDC)	

BEVERLY HILLS FIRE DEPARTMENT AREA "A"		
Move-up Request	Move-up Request	
Maps#9 & 10	Map#8	
BHL will provide move-up coverage to the other Area "A" cities when requested by LFD as the Area "A" Coordinator.	BHL will notify LFD of the requests for emergency Move-up coverage. LFD, as the Area "A" Coordinator will provide move-ups to BHL and may fill with Area "A" move-up requests with any of the Area "A" cities.	
Additional resources may be authorized by the Fire Chief or Deputy Department Commander (DDC)	Additional resources may be authorized by the Fire Chief or Deputy Department Commander (DDC)	

Beverly Hills Agreement No.	
Los Angeles Agreement No.	

AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE PROTECTION, SPECIALIZED, RESCUE AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF BEVERLY HILLS





LFD/BHL Automatic Aid Agreem	ent (2020)
Page 1	,

Beverly Hills Agreement No.	
Los Angeles Agreement No.	

AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE PROTECTION, SPECIALIZED, RESCUE AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF BEVERLY HILLS

<u>WITNESSETH</u>

WHEREAS, the parties to this Agreement provide fire protection, emergency medical services, specialized and rescue services within their respective jurisdictional limits; and

WHEREAS, fire and rescue resources for the City of Beverly Hills are dispatched through a central dispatch center known as Beverly Hills Dispatch; and

WHEREAS, fire and rescue resources for the City of Los Angeles are dispatched through a central dispatch center known as Metropolitan Fire Communications (MFC); and

WHEREAS, each of the City of Los Angeles and the City of Beverly Hills are within Area "A", an Operational Area within the state's fire and rescue organization, as provided in the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, it is in the best interest of Beverly Hills and Los Angeles to provide the most expeditious response to suppress fires and to render other emergency assistance; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of emergency services on a day-to-day basis;

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agree as follows:

1. Revisions

This Automatic Aid Agreement may be revised or amended at any time by mutual agreement of the Fire Chief of the Beverly Hills Fire Department (BHL) and the Fire Chief of the Los Angeles Fire Department (LFD). All amendments to this Agreement shall be in writing and signed by the Fire Chiefs or their duly designated Acting Fire Chiefs.

It is agreed that substantial reductions or modifications of services by any of the agencies shall be cause for reconsideration of the Agreement.

2. Term

LFD/BHL Automatic Aid	Agreement	(2020)
Page 2	_	

Beverly Hills Agreement No.	
Los Angeles Agreement No.	

This Agreement shall commence, once executed by all parties hereto, on July 1, 2020 and shall remain operative and effective through June 30, 2023. Parties shall meet on or about October 1, 2022 to begin revision meetings. Any of the parties may terminate the Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of withdrawal.

3. Mutual Benefits

The parties intend that this Agreement will provide mutual benefits to both parties. The parties will meet annually at the first scheduled Area "A" Operations meeting of the calendar year to ensure that the intent of mutual benefit is being met. Should the exchange of assistance not be equally distributed, this Agreement may be amended in accordance with Section 1 above.

4. Incident Command

In those instances where resources from the assisting department arrive before those of the jurisdictional department, the highest-ranking member from the first arriving resource will establish incident command and take the necessary action dictated by the situation. Command of the incident will be assumed by the jurisdictional department upon its arrival at the scene. The highest-ranking officer of the assisting department will become the Agency Representative (AREP). The resources of the assisting department will be released from the scene as soon as practical by the jurisdictional department.

When it is deemed appropriate, the AREP may enter into Unified Command with the jurisdictional department's Incident Commander. It is understood that such a decision may require approval from an Agency Administrator of the assisting and/or jurisdictional department.

5. Commitment of Resources

This agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and rescue services within any part of its own jurisdiction. The assisting agency's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

6. Method of Requesting Aid

All requests for aid shall be via the respective dispatch center. Persons assigned to the dispatch center for each department are authorized to send and receive such requests as per their respective operational procedures.

LFD/BHL Automatic	Aid Agreement	(2020)
Page 3	_	

Beverly Hills Agreement No.	
Los Angeles Agreement No.	

7. <u>Timeliness of Request</u>

Upon receiving a request from either agency, the respective dispatcher who determines the need for automatic aid, shall make the request as soon as possible to minimize the delay in call processing and response times.

If either party has limited resources due to drawdown or degraded dispatching, a notification shall be made to the respective dispatch center's Duty Officer as soon as possible.

8. Intent of Agreement

The intent of this Agreement is to provide the jurisdictional agency with a more efficient and/or effective initial response to an emergency incident. The agreed upon resources should only be utilized until the requesting agency is able to relieve the assisting agency with its own resources and/or obtain the appropriate emergency resources, not to exceed a 4-hour period of time. If the agreed upon resources are not available from the assisting agency at the time of the request from the jurisdictional agency, the assisting agency need not respond.

LFD, as the Area "A" Coordinator, may fill Area "A" requests with resources from any of the Area "A" cities. On structure fire incidents, LFD will add a Rapid Intervention Company or assignment with an AREP to the resource order on all Area "A" requests.

9. Fire Incident Reporting

Each agency shall be responsible for obtaining needed information to complete fire reports for incidents within their respective jurisdiction. Assisting units shall contact jurisdictional units to provide appropriate information for completion of fire reports.

10. <u>Training</u>

Joint training exercises will be conducted periodically upon agreement by the parties (minimum of one per year). These training exercises shall be coordinated with LFD and BHL Battalion Commanders.

11. Services by Los Angeles Fire Department

Upon request by BHL, LFD agrees to provide the designated resources described in Section 15.A. below, to those designated areas located within the jurisdiction of Beverly Hills as defined on the attached maps.

LFD/BHL Automatic	Aid Agreement	(2020)
Page 4	_	

Beverly Hills Agreement No.	
Los Angeles Agreement No.	

12. Dispatch by Los Angeles Fire Department

Upon receipt by LFD of an alarm within the designated areas of the jurisdiction of Los Angeles, as designated on the attached maps, LFD will dispatch its resources to that alarm in accordance with the dispatch algorithms then in effect and notify Beverly Hills Dispatch which will dispatch the agreed-upon BHL response.

13. Services by Beverly Hills Fire Department

Upon request by LFD, BHL agrees to provide the designated resources described in Section 15.B. below, to those designated areas located within the jurisdiction of Los Angeles as defined on the attached maps.

14. Dispatch by Beverly Hills Fire Department

Upon receipt by BHL of an alarm within the jurisdiction of Beverly Hills, as designated on the attached maps, BHL will dispatch its resources to that alarm in accordance with the dispatch algorithms then in effect and notify MFC which will dispatch the agreed-upon LFD response.

15. Amount and Type of Assistance

The maximum number and type of assistance available under this Agreement is listed in Sections 15.A. and 15.B., below. In the event that either party requests more resources than this agreement provides, the additional resources will not be filled under this Agreement, but may be filled as an Area "A" request.

Resources supplied to the requesting agency under this Agreement shall be without charge for four (4) hours from the time the assisting agency's resources are dispatched, after which time the assisting agency's resources shall be billed to the requesting agency as "Assistance by Hire." The assisting agency may choose to waive the charge for additional resources or additional time, at the sole discretion of the Fire Chief of the assisting agency, or that Fire Chief's designee. The waiver of charges shall not extend beyond twelve (12) hours from the time the initial resources were dispatched.

LFD/BHL Automatic Aid Agreement (2020)))
Page 5	

Beverly Hills Agreement No.	
Los Angeles Agreement No.	

A. LFD to BHL

- 1) Structure Fires (SFAA), other than in a High Rise: (Map #1)
 - a) Initial Dispatch:
 - One Task Force (may be a Light Force and an Engine Company)
 - One Battalion Chief
 - b) Additional resources:
 - One Task Force (may be a Light Force and an Engine Company)
 - One Engine Company
 - One Battalion Chief
 - One Paramedic Ambulance
- 2) Structure Fires (SFAA) in a High Rise: (Map #2)
 - Two Task Forces
 - One Engine
 - Two Paramedic Ambulances
 - Two Battalion Chiefs
 - One Assistant Chief (Agency Representative)
- 3) EMS Incidents: (Map #3)
 - One ALS ambulance

NOTE: LFD serves as the back-up for Beverly Hills and BHL may request up to 3 RA's into BHL. Resources may be declined by LFD if in the opinion of the LFD Floor Captain, LFD resources are limited or in degraded mode.

- 4) Vegetation Fires (BRUSHAA): (Map #4)
 - Six Engines
 - One Light Force
 - Two Helicopters
 - Two Battalion Chiefs
 - One Assistant Chief (Agency Representative)
- 5) Hazardous Materials Incidents (HAZMATAA): (Map #5)
 - One Hazardous Materials Task Force
 - One Hazardous Materials Squad
 - One Engine
 - One Paramedic Rescue
 - · One Battalion Chief

_FD/BHL Automatic Aid Agreement (2020)	Beverly Hills Agreement No.	
Page 6	Los Angeles Agreement No.	
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- 6) Purple Line Incidents: (Map #6)
 - One USAR Task Force
 - One USAR Apparatus
 - One USAR Paramedic Ambulance
 - One USAR EMT Ambulance
 - One USAR Battalion Chief
 - One Battalion Chief
 - One Assistant Chief (Agency Representative)
- 7) Specialized and Technical Rescue Incidents: (Map #7)

Purple Line incidents notwithstanding, any request by BHL for specialized and technical resources (e.g. USAR, Heavy Rescue etc.) shall be subject to approval by the LFD Deputy Department Commander.

8) Move-up coverage: (Map #8)

As the Area "A" Coordinator, LFD will provide move-ups to BHL and may fill Area "A" move-up requests with resources from any of the Area "A" cities.

B. BHL to LFD

- 1) Structure Fires: (Map #1A)
 - a) Initial Dispatch:
 - One Engine
 - b) Additional resources:
 - One Truck
 - One Battalion Chief
- 2) Other Fires: (Map #2A)
 - One Engine
- 3) EMS Incidents: (Map #3A) (ALS INCIDENTS ONLY)
 - One Engine

NOTE: BHL will NOT dispatch resources to BLS level responses in Los Angeles.

- 4) Vegetation Fires: (Map #4A)
 - Three Engines
 - One Battalion Chief

LFD/BHL Automatic Aid Agreement (2	020)
Page 7	

Beverly Hills Agreement No.	
Los Angeles Agreement No.	

16. Annual Operating Plans

The Parties will develop Annual Operating Plans for vegetation fires in the Franklin Canyon Mutual Threat Zone and for Purple Line incidents to ensure operational readiness and efficiency. The development of such plans shall not have an effect on the implementation date of this agreement.

17. Communications

A. Radio Communications Plan

The Parties will share the use of communication systems, radios and radio frequencies for the execution of this Agreement. The requesting dispatch center shall develop and provide an incident radio communications plan to the assisting agency dispatch center at the time the request is made. The incident radio communications plan shall include, but not be limited to, one channel for communications between field units and the requesting dispatch center, and one channel for tactical communications. If the resource request includes a Chief Officer, a common command channel of the requesting agency shall be included in the incident radio communications plan.

If the assisting agency adds radio channels for its resources, those additional channels shall be made known to the requesting dispatch center and approved by the Incident Commander. No agency's resources shall communicate on radio frequencies that are not included in the incident radio communications plan.

The incident radio communications plan may be documented informally on a dispatch log and/or a field-generated tactical worksheet. If the incident radio communications plan is formalized, it shall be documented on a regionally-accepted ICS Form 205.

In the absence of a common communications plan, assisting and jurisdictional units shall communicate face to face.

B. Command Center Interface:

Communications between Beverly Hills Dispatch and MFC shall be by radio communications, direct phone line, MDC or other more efficient means.

It is the intent of both agencies that their command centers shall maintain a successful working relationship so that each other's processes and protocols are understood and communication between the centers is efficient.

Public service telephones, MDC, or state recognized VHF channels shall be used to transmit requests for assistance between LFD Metro and Beverly Hills Dispatch.

LFD/BHL Automatic Aid Agreement (2020)	Beverly Hills Agreement No.
Page 8	Los Angeles Agreement No.

Each dispatch center will provide the other dispatch center with the appropriate telephone numbers.

C. Size-Up Required:

Assisting units arriving on scene of the emergency prior to the jurisdictional agency shall provide a size-up on the jurisdictional dispatch frequency and maintain communication with their respective home dispatch center. Upon arrival at emergency incidents, resources shall communicate with each other on the established communication plan.

18. No Third-Party Benefit

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

19. Consideration

No party furnishing aid pursuant to this Agreement shall be entitled to compensation for services rendered to the requesting agency, it being understood that the respective covenants contained in this Agreement shall constitute the sole consideration for such services.

20. Hold Harmless

The party requesting assistance is not required to indemnify the party furnishing assistance as to liability or damage imposed by law upon the assisting party for any act or omission of the assisting party or its employees occurring in the performance of the services.

21. No Effect on Master Mutual Aid Agreement

This Agreement will in no way affect or have a bearing on the existing California Master Mutual Aid Agreement.

22. Previous Agreements Canceled

This agreement supersedes and cancels any previous Automatic Aid Agreement between the parties.

(Signature Page Follows)

LFD/BHL Automatic Aid Agreement (2020) Page 9	Beverly Hills Agreement No Los Angeles Agreement No	
IN WITNESS WHEREOF, this Agreement has, 2020 and is effective an herein provided.		
CITY OF LOS ANGELES		
By RALPH M. TERRAZAS Fire Chief		
Approved as to form and legality:		
MICHAEL N. FEUER City Attorney		
BySAMUEL PETTY Deputy City Attorney		
CITY OF BEVERLY HILLS		
By George Chavez City Manager		
Approved as to form:	Approved as to content:	
By Laurence S. Wiener City Attorney	By Greggory Barton Fire Chief	

























